

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

NEVILLE CHEMICAL COMPANY,)	
)	
Plaintiff,)	Civil Action No. 2:17-cv-00334-CRE
vs.)	
)	
TIG INSURANCE COMPANY,)	United States Magistrate Judge Cynthia
)	Reed Eddy
)	
Defendant.)	

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Plaintiff, Neville Chemical Company, (hereinafter “Neville”) by and through its counsel, Dickie, McCamey & Chilcote, P.C., and J. David Ziegler, Esquire, and files the following Motion for Summary Judgment and moves the court as follows:

1. Neville’s Declaratory Judgment Complaint contains one Count brought against TIG Insurance Company seeking declaratory relief relating to its Excess Worker’s Compensation Policy issued by TIG Insurance and requesting the Court to declare TIG is required to indemnify Neville for all worker’s compensation benefits owed to Larry Kelley arising from his June 24, 1993, work related accident.

2. It is Neville’s position that under the undisputed evidentiary record, Larry Kelley’s periods of disability commencing in 2001, 2003 and finally after January 20, 2005, were caused by recurrences of his June 24, 1993, work related injury and, therefore, the insurance coverage in effect at the time of the original injury would be responsible for providing insurance coverage.

3. Because Mr. Kelley’s periods of disability were caused by recurrences of his June 24, 1993, work-related injury, Defendant, TIG Insurance Company, is legally obligated to

indemnify Neville Chemical Company under its Specific Excess Worker's Compensation Policy for any and all Worker's Compensation benefits paid to Larry Kelley as the result of his June 24, 1993, work-related injury above Neville Chemical Company's \$500,000 Retention Limit up to the policy limits stated within the TIG Excess Policy.

4. Neville respectfully requests the Honorable Court grant its Motion for Summary Judgment and an enter an order directing TIG Insurance Company to indemnify the Neville against any and all loss as a result of Mr. Kelley's June 24, 1993, worker's compensation claim in excess of Neville's \$500,000 Retention, subject to Limit of Indemnity provided for in the Declarations of the TIG Excess Policy.

5. In compliance with Local Rule 56.1.B. (Motions for Summary Judgment), a short and concise statement of the material facts to which Neville contends there is no genuine issue to be tried has been separately filed with this court.

6. In support of its Motion for Summary Judgment, Neville incorporates its Memorandum in Support of its Motion for Summary Judgment as if fully set-forth herein at length.

WHEREFORE, Plaintiff, Neville Chemical Company, respectfully requests that its Motion for Summary Judgment be granted, and enter an order directing TIG Insurance Company to indemnify the Neville against any and all loss as a result of Mr. Kelley's June 24, 1993, worker's compensation claim in excess of Neville's \$500,000 Retention, subject to Limit of Indemnity

provided for in the Declarations of the TIG Excess Policy, along with any applicable interest, fees and costs this Honorable Court finds appropriate.

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Summary Judgment, filed through the ECF system, will be electronically served on this 30th day of June, 2020, to following counsel of record:

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